

Case No. 5:20-cv-00547-M

Plaintiff,

ORDER

Defendant.

[DE-10]


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In reviewing a motion to stay pending arbitration, a district court may consider materials outside the pleadings, including the purported written agreement to arbitrate itself, to determine whether the parties agreed to arbitrate. *See Berkeley Cty. Sch. Dist. v. Hub Int'l. Ltd.*, 944 F.3d 225, 234 (4th Cir. 2019).

Plaintiff's complaint alleges that Defendant engaged in employment practices that are unlawful under federal laws passed pursuant to Congress's power to regulate interstate commerce [DE-1], *see generally Katzenbach v. McClung*, 379 U.S. 294 (1964), and Plaintiff has attached a document to her motion to stay pending arbitration which demonstrates an agreement between the parties requiring arbitration of any employment-based disputes between them. [DE-10-1] Plaintiff's motion also states that Defendant does not oppose arbitration, and Defendant has not filed any opposition to the motion. [DE-10 ¶ 5]

The court accordingly concludes that the parties' dispute is referable to arbitration under the FAA, GRANTS Plaintiff's motion to stay further litigation, and DIRECTS the parties to undertake arbitration pursuant to their agreement. Because of its ruling, the court DISMISSES AS MOOT Defendant's pending motion seeking an extension of time to respond to Plaintiff's complaint. [*see* DE-9]

SO ORDERED this the 7th day of January, 2021.



RICHARD E. MYERS II
CHIEF UNITED STATES DISTRICT JUDGE